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1-1-1942

Retailers' Credit Association of San Francisco, Inc. and Credit Bureau Employees Union, Addendum (1942)

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Retailers' Credit Association of San Francisco, Inc. and Credit Bureau Employees Union, Addendum (1942)

Location

San Francisco, CA

Effective Date

1-1-1942

Expiration Date

2-28-1943

Employer

Retailers' Credit Association of San Francisco, Inc.

Union

Credit Bureau Employees Union

NAICS

44

Sector

Private

Item ID

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Comments

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Return

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ML-44-185

(Unaffil) Credit Bureau
Employees
San Francisco, California
1-1-42
7-2-28-42

THIS AGREEMENT made and entered into this 1st day of January, 1942, by and between the RETAILERS' CREDIT ASSOCIATION OF SAN FRANCISCO, INC., hereinafter called "Employer", and THE CREDIT BUREAU EMPLOYEES UNION OF San Francisco, hereinafter called "Union":

W I T N E S S E T H:

Section 1. The Employer recognizes the Union as the sole collective bargaining agency for all of its employees except the following: Assistant Bureau Manager, Department Managers, Assistant Department Managers, Chief Accountant, Confidential Secretaries, Outside Salesmen, Senior Reporters.

Section 2. There shall be no discrimination, threats or intimidation by the Employer or his representatives against employees on account of union membership or activity. No union representative or member shall use threats or intimidation to persuade any employee to join the union, nor shall any agent of the union collect dues during working hours. It is further understood that employees shall service without interference all work coming in for the account of the employer, and also prepare any and all outgoing replies.

Section 3. In the event any employee covered by this contract shall enter active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this contract, or any renewal or extension thereof, provided application for reemployment is made within sixty (60) days after being honorably discharged from such military service.

Section 4. Employer shall provide a safe and sanitary place in which to work.

Section 5. No salary rates herein provided shall be considered other than minimum wages and no salary rates in effect as of the effective date of this agreement above the minimums provided herein shall be reduced by reason of the signing of this agreement.

Section 6. Forty (40) hours completed within six (6) days, Monday to Saturday inclusive, shall constitute a week's work; the regular work day, at the option of the employer, may be less than eight (8) hours. The hours within which the day's work shall be performed shall be between 8 o'clock A.M. and 6 o'clock P.M. The daily hours of employment shall be consecutive except for a meal period of one (1) hour. Overtime shall be paid for all work in excess of eight (8) hours per day, or forty (40)

hours per week. Overtime shall be paid for at the rate of one and one-half times the straight time rate of pay. Overtime must be paid for and shall not be balanced by layoffs.

Section 7. (a) Sundays and the following holidays shall be observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. When any of the said holidays falls on a Sunday it shall be observed on the following Monday. Employees shall not be required to make up time for said holidays.

(b) There shall be no deduction of pay of a regular employee for observance of any of said holidays, although not actually worked, provided such employee has reported for work on his regular working day next preceding and next following said holiday. Such employees shall be deemed to have reported for work if absence on the day before or after said holiday is due to express permission of the Employer or his representative, or to bona fide illness. Any regular employee laid off the day prior to or the day following a holiday shall receive pay for said holiday.

(c) Any work performed on Sunday shall be paid for at the overtime rate of one and one-half times the straight time rate of pay. Any employee who reports for work on Sunday on the direction of the employer shall be given not less than four (4) hours employment. Any work performed on the holidays named shall be paid for at the straight time rate or the overtime rate, as the case may be, in addition to the regular holiday pay.

Section 8. All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted a minimum of one (1) week's vacation with full pay. All regular employees who have been in the service of the Employer continuously for two (2) years shall be granted a minimum of two (2) weeks' vacation with full pay. Vacations shall be granted between April 1 and October 1, or at other times if mutually agreeable. Any employee entitled to a vacation when laid off or discharged shall receive it regardless of time of the year. A total lapse of service of thirty (30) days or less per year shall not break continuity of service for the purpose of this provision.

Section 9. Leaves of absence may be granted at the discretion of the Employer and if so granted the employee shall be assured of his return to employment without loss of standing.

Section 10. (a) Minimum salary rates shall be in accordance with the attached memorandum marked Exhibit "A".

(b) All regular employees covered by this agreement shall be granted a Two Dollar (\$2.00) per week wage increase for work beginning Thursday, September 25, 1941, except those employees who have on or after July 1, 1941 already received an equivalent salary adjustment. Those employees who on or after July 1, 1941 received less than a Two Dollar (\$2.00) per week increase shall have their wages adjusted to make up the difference.

(c) In recognition of the close management relationship between the department stores and the Retail Credit Association operations, the employer and the union agree that any general upward revision in the basic wage structure of the stores, members

of the San Francisco Retailers Council, shall be made applicable at the same time to the employees of the Association.

Section 11. Employer shall have the right to discharge any employee for unbecoming conduct, insubordination, incompetency, dishonesty, neglect of duty, failure to perform work as required not contrary to the terms of this agreement, failure to observe safety rules and regulations which are in effect and in force, uniformly and without discrimination, or failure to observe the employer's house rules which shall be conspicuously posted, and which are in effect and in force uniformly and without discrimination, and which shall not be contrary or in violation of the agreement.

(b) If any employee feels that he has been unjustly discharged, he shall have the right to appeal to the Adjustment Board. Such appeal must be filed in writing by the Union within four (4) days from the date of notification of discharge, and unless so filed the right of appeal is lost.

Section 12. The Employer shall provide on each floor a bulletin board or boards conveniently located for posting of official business of the Union. The Union agrees it will not post bulletins elsewhere on the premises of the Employer.

Section 13. Where in the judgment of the Employer merit and ability are equal, when it is necessary to decrease or increase the number of employees, the factor of seniority shall be recognized. Such factor shall be applied departmentally.

Section 14. The employees may designate a representative or representatives (not to exceed three in number) who shall be in the employ of the employer, who shall have the right to take up with the employer all matters pertaining to the operation of this agreement. If said representative or representatives are unable to come to an understanding with the Employer the dispute shall be referred to the Adjustment Board as herein provided.

Section 15. During the life of this agreement there shall be no strikes or stoppages of work on the part of the Union, or lockouts on the part of the Employer.

Section 16. Immediately upon the signing of this agreement there shall be established an Adjustment Board consisting of two (2) representatives each of the Employer and the Union. The Adjustment Board shall consider all complaints and disputes arising under the terms of this agreement, all questions of interpretation of the agreement, and discharge cases. The Board of Adjustment shall have no authority to negotiate a new agreement. Any matter referred to the Adjustment Board shall be taken up by the Board within forty-eight (48) hours. If the Board is unable to reach a settlement within five (5) days, then the matter or matters shall be submitted for disposition to an impartial arbitrator, mutually agreeable to the parties, whose decision shall be final and binding. Any expenses incurred as a result of the employment of said impartial person shall be borne one-half by the Union and one-half by the Employer.

Section 17. This agreement shall be in full force and effect from the date hereof to and including the 28th day of February

1943, and if neither party has served to the other notice in writing of its desire to terminate, change or modify this agreement forty (40) days prior to the date of expiration, it shall be deemed to be renewed for the succeeding year and from year to year thereafter in like manner.

IN WITNESS WHEREOF THE RETAILERS' CREDIT ASSOCIATION OF SAN FRANCISCO, INC., has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized this 10th day of February, 1942.

RETAILERS' CREDIT ASSOCIATION OF
SAN FRANCISCO, INC.

BY R. E. CARPENTER, President

BY S. E. SHERMANTINE, Secretary

IN WITNESS WHEREOF THE CREDIT BUREAU EMPLOYEES UNION of San Francisco has caused its name to be hereunto subscribed by its Negotiating Committee's Chairman and officers thereunto duly authorized this 6th day of February, 1942.

THE CREDIT BUREAU EMPLOYEES UNION
of San Francisco, By

Rose Brincefield, President

Opal Morton, Secretary

Peggy Casserly, Treasurer

Francis A. Hyams, Chairman Negotiating
Committee, Attorney
in Fact

EXHIBIT "A"

MINIMUM SALARIES

The following minimum salaries shall apply to the indicated classifications of work. All salaries quoted are minimum rates of pay. At the discretion of management, persons having specialized ability may be employed at any time, and paid at a higher rate than the indicated minimum. It is understood that salaries which may be paid above the minimum are based upon merit and/or length of service and determined at the discretion of management.

INEXPERIENCED BEGINNERS IN ALL DEPARTMENTS shall be paid not less than \$80.00 per month, for a maximum period of three months.

EXPERIENCED BEGINNERS IN ALL DEPARTMENTS, including those who have been employed by the Retailers' Credit Association for three months, and new employees who have had credit department or credit association experience which is, in the opinion of management, equivalent to three months' experience with the Retailers' Credit Association, shall be paid not less than \$85.00 per month for a maximum period of three months.

At the end of six months' service, employees are to be classified as follows, according to the type of work to which they are assigned during the major portion of their time.

	<u>Per Week</u>	<u>Per Month</u>
<u>FILE CLERKS</u> doing routine filing and related types of work: this classification of work applies to all departments and includes the following occupations: file clerks, file searchers, refiling, multisort and alphabetical work for filing, posting clerk. Minimum salary:	\$20.00	\$86.67
<u>MESSENGERS</u> . Minimum salary:	20.00	86.67
<u>TYPISTS</u> , whose work includes straight copy-work typing and some ability to formulate and set up routine reports. Minimum salary	22.00	95.33
<u>"TURRET OPERATORS" AND TELEAUTO-GRAPH OPERATORS</u> . The work of the turret operators includes the ability to handle the telephone board, to obtain requested material from the files, and to make telephoned reports concerning same. The work		

	<u>Per Week</u>	<u>Per Month</u>
of the teleautograph operators includes the ability to handle the telephone board, to obtain requested material from the files, to make telephoned reports concerning same, and to handle the teleautograph equipment. Minimum salary	\$22.00	\$95.33
<u>"UNIT OPERATORS"</u> , whose work includes the ability to obtain requested material from the files, and to formulate reports therefrom. Minimum salary	22.00	95.33
<u>GENERAL CLERKS</u> , performing simple clerical work of a varied nature. Minimum salary	22.00	95.33
<u>TELEPHONE COLLECTORS AND STENO-GRAPHERS.</u> Minimum salary	24.50	106.17
<u>MOTORCYCLE.</u> Minimum salary	27.00	117.00
<u>REPORTERS AND OUTSIDE COLLECTORS .</u> Minimum salary	28.85	125.00
<u>GENERAL UTILITY EMPLOYEES</u> , who may be shifted to various departments at the discretion of management. Minimum salary ...	24.00	104.00
<u>OTHER SPECIALIZED CLASSIFICATIONS OF WORK.</u> It is agreed that additional recognized office worker classifications may be established as necessity arises, to be continued during the time the need for the classification exists, as determined by management. Minimum salaries for such additional classifications of work shall be current minimum salaries for comparable work in retailing establishments in San Francisco, as determined by joint conference between employer and union.		

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